



"Do not go gently into that good night"

Dylan Thomas

The Crow Hill Company thanks you for your purchase. Designed by professional composers with you in mind.

We're a small team and have worked hard to make everything as intuitive as possible. Our hope is this user manual can offer further help to best explain how to install and use our plugin.

In order to help you make music, your music, we have taken time to make this affectionate user manual get the best out of your purchase.

However if you find yourself still stuck with anything we have a great set of FAQ and videos at:

thecrowhillcompany.com/faqs

# **CONTENTS**

## CROW HILL | NOCTURNAL BRASS & WINDS

	-
- 7	7

Come Out Of The Dark	04
Installation	05
Quick Start	06
Front Panel Overview	07
What Is Hysteresis	08
Gestures	09
Troubleshooting	10
Appendices	
1 Scales And Modes	11
2 Credits	12
2 7777 3	1.2

## COME OUT OF THE DARK

### **CROW HILL | NOCTURNAL BRASS & WINDS**

ļ

With String Murmurations, Small String Gestures we started on a journey creating samples that simply don't behave. That surprise inspire and by doing so remain ALIVE. By employing techniques learned with these libraries and the 20+ years of experience we have making samples we put together a group of players in a rare combination. We also included one of the most difficult things to sample... the saxophone.

We hope you agree that this unusual ensemble that comprises of 2 x trumpets, 1 horn, 1 euphonium, a bass clarinet and a baritone sax open up a new sonic palette for you to play with.

We have found working with these samples both sublimely beautiful, whilst possessing an aching mysterious and noir-ish quality that stands out from the other palettes of sounds people are using.

Listening to feedback from use of Small Strings we have made sure to provide you with a larger variety of inobedient gestures. Whilst being mindful that you may not have many trumpet, euphonium and baritone sax libraries! We have therefore recorded some straight, but non-less-beautiful long notes AND some shorts.

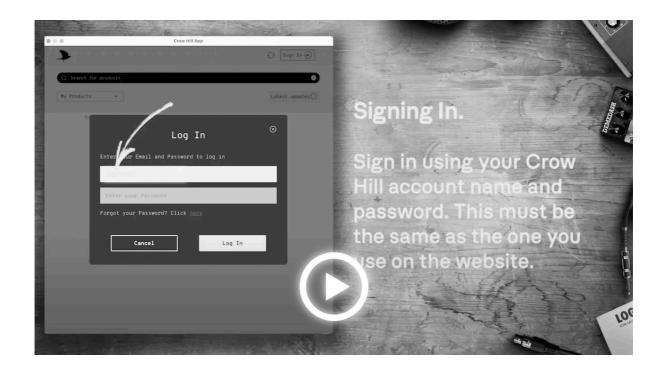
If you haven't used gestures before we humbly suggest you take a look at the "Hysteresis" chapter on page 10. If modes are something you haven't heard of, used, or indeed need to brush up on we hope the appendix on page 13 is of use to you.

Whilst this library will surprise, even puzzle at times we are certain to have delivered yet again something you don't yet own, and something that will open up new avenues of musical experimentation and exploration in you.

We hope you enjoy playing with this as much as we have had making it!

The Crow Hill Team xxx





Installation of Crow Hill products couldn't be easier courtesy of our dedicated installer app.

Make sure you have this downloaded as you will require this to install Glass Strings.

We've also prepared a simple overview of how the app works but also a suite of quick installation guides specific to your choice of DAW.

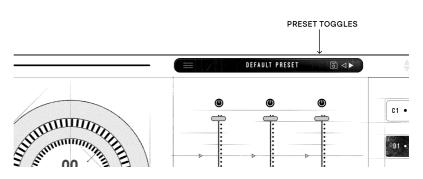
Everything you'll need is located here:

### thecrowhillcompany.com/crow-hill-app

### **CROW HILL | NOCTURNAL BRASS & WINDS**

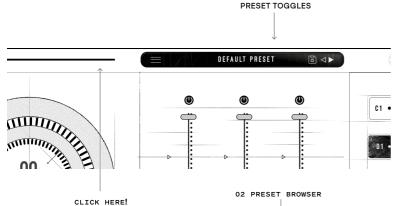
**>** 

All of the treasures found in this collection work directly in your D.A.W. If you want to get up and running quickly or audition some presets, simply load the plug-in, navigate to the top preset panel, and click the menu to see the fully integrated expression browser.

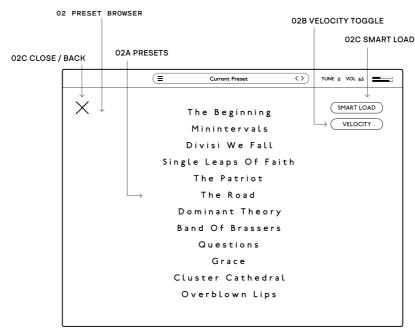


Whilst we'd encourage you to mess around with all the controls. The preset toggles will move you forward and backward through the different expressions.

## THE BROWSER WINDOW



Whilst you can work your way through the presets using the arrow toggles there is also a way of getting to where you want even faster. By opening the preset browser panel.



02 PRESET BROWSER

This is where you get to play! Scroll up and down to reveal all presets in each section.

O2A PRESETS - Click to load a preset, double click to return to the front panel.

O2B VELOCITY TOGGLE - If you want to control gestures through velocity toggle this on before loading presets.

O2C SMART LOAD - When active, only loads the audio files you play into system memory.

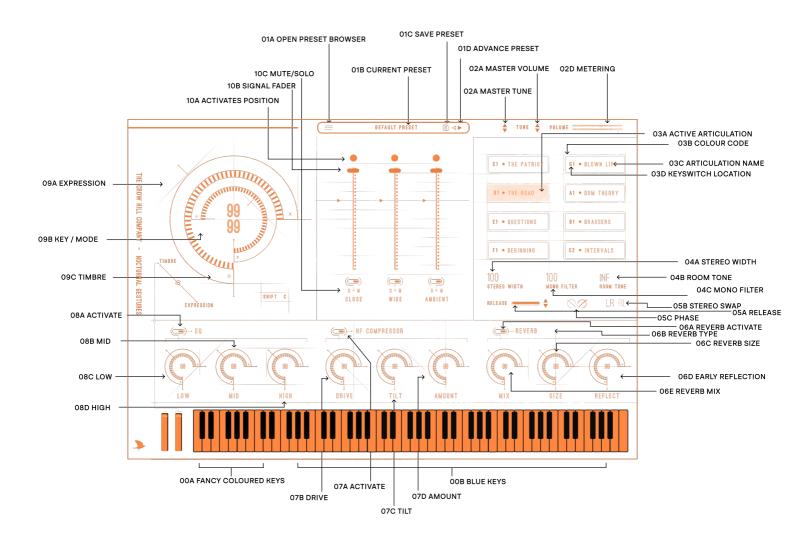
O2D CLOSE/BACK - Closes browser and returns you to the front panel.

## FRONT PANEL OVERVIEW



### **CROW HILL | NOCTURNAL BRASS & WINDS**





#### 00 KEYBOARI

00A FANCY COLOURED KEYS - Denotes keyswitch location(s) 00B BLUE KEYS - The range of the articulation keyswitched

#### 01 PRESET WINDOW

01A PRESET BROWSER - Opens preset browser
01B CURRENT PRESET - Indicates preset selected
01C SAVE PRESET - Saves changes you have made to user location
01D PRESET TOGGLE - Advances to next / previous preset

#### 02 MASTER CONTROLS

O2A MASTER TUNE - Tunes whole instrument
O2B MASTER VOLUME - Changes volume of whole instrument
O2C METERING - Shows you when you overall output level

#### 03 ARTICULATIONS / KEYSWITCHES

03A ACTIVE ARTICULATION - Shows articulation determined by 00A
03B COLOUR CODE - Shows which Key colour belongs to that articulation
03C ARTICULATION NAME - Articulation (double click to select)
03D KEY-SWITCH LOCATION - Displays key location (click to select)

#### 04/05 ADVANCED MASTER CONTROLS

04A STEREO SPREAD - Adjusts Stereo Width of the instrument
04B ROOM TONE - Amount of included Room Tone (aka Noise)
04C MONO FILTER - Adjusts frequency at which signal folds to mono
05A RELEASE - Adjusts release envelope times (applies to longs only)
05B PHASE - Inverts phase of the instrument
05C STEREO SWAP - Swaps the channel assignment of the instrument

#### 06 REVERB

O6A REVERB ACTIVATE - Bypasses or activates effect
O6B REVERB TYPE - Toggles Reverb Algorithm
O6C REVERB SIZE - Adjusts time manipulation of the Reverb signal
O6D REVERB REFLECT - Adjusts overall decay length
O6D REVERB MIX - Midday = 50/50 dry/mix

#### 07 BASS OVERDUB CONTROLS

07A ACTIVATE - Switches Bass overdubs on or off 07B MIX - Adjust level of Bass overdubs 07C POSITION - Pans Bass overdubs

07D DISTANCE - Stereo information of Bass overdubs

#### 08 GLASS DIAL

O8A ACTIVATE - Switches Glass control on or off
O8B AMOUNT - Determines width of harmonic series
O8C MIX - Reduces / Boosts fundamental levels
O8D SHAPE - Determines bandwidth around fundamentals

#### 09 PERFORMANCE CONTROLS

08A EXPRESSION - Attenuates your performance (defaults CC11)
08B KEY/MODE - (Gestures only) pitch shifts to key/mode you're playing in
08C TIMBRE - Crossfades dynamic layers or utilises dynamic filtering

#### 10 MICROPHONE MIXER

10A ACTIVATES - Switches on/off signal (indicates when live) 10B FADER - Adjusts signal volume 10C SOLO/MUTE - Toggles Solo/Mute

## WHAT IS HYSTERESIS

### **CROW HILL | NOCTURNAL BRASS & WINDS**



hysteresis /hIstð'riːsIs/ noun

1. the phenomenon in which the value of a physical property lags behind changes in the effect causing it, as for instance when magnetic induction lags behind the magnetising force.

The act of creating sample libraries means you are always asking the players to play stuff that is incredibly easy. Which means the end result is always "together".

Which is fine if you're programming or composing simple stuff, this will sound true to real life. However when playing more difficult passages in real life it becomes harder to remain totally locked to each other's tuning or time keeping, which means less of a pure sound. Less of the fundamentals and where there's less fundamentals there's more character. Which is why a lot of sample-based music you hear on the TV, in games and films, sounds "characterless". The samples lack hysteresis because they were easy to play and because you're playing something that's difficult it doesn't sound natural, real, or human.

So what makes musicians hysterical?

Speed - The faster you get them to play the loser they will get
(meaning they will be less in time, but also less in tune).
Reach - The wider the gap between the notes the further they have to
reach, the less perfectly in-tune they will be.
Pitch - In general terms the higher you get a player to play the harder
it is. For wind instruments it takes more lung effort. For string
players it requires more intense accuracy (imagine a fretboard on a
guitar, notice how the frets aren't uniform and get closer together the
higher they get, now imagine playing an instrument without frets).

So we decided to get our players to play the hard stuff. They're not compositions, but mere fragments. Which is why you will not feel like you are playing phrases, you will instead feel like you have a string band under your fingers.

Gestures are the very real sound of reach & performance.

But most importantly, by not giving musicians easy stuff, they don't get bored. So you also have the sound musicians make, when they're smiling... hysterically.

#### WHY THIS SECTION?

As a blend this group of instruments makes for a beguiling "is it woodwind, is it brass" rich stock of sound. However it is when you ask them to actually DO SOMETHING that the very different tonal and timbral characters of each individual player shines through. Whether that be the subtle growl of the baritone sax, the rich triangle wave of the bass clarinet. Or indeed the rub caused by the uncertain, but heart breaking intonation you get with a Euphonium. By picking this unusual group of instruments you will be certain to work with a "choir" of samples where you can hear each player. When you can hear each player you will hear more humanity which we think leads to a greater evocation of your music.

## **GESTURES**

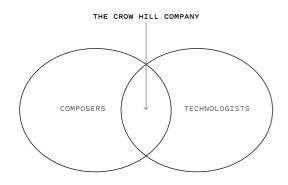
### **CROW HILL | NOCTURNAL BRASS & WINDS**

ļ

gesture /ˈdʒɛstʃə/ noun

1. a movement of part of the body, especially a hand or the head, to express an idea or meaning.

Phraselets, transitions or as Bernard Herrmann referred to them, "cells". We've settled on **Gestures**. They're not music, they're the secondary colours that go into making it. Where the notes, rhythms and arrangements are the language of music. Without that human element, the gestures, inflections and nuances, music can become un-human sounding. Yes we have done these because they're fun to work with, but there is a more fundamental reason for them and it is the saddening fact that samples are really really bad at sounding alive. The best orchestral programmers in the world have a vast and intimate knowledge of symphonic instruments and how players adjust their playing style to create human-like gestures. We're not all the beneficiaries of that knowledge though, nor indeed are blessed with the time it takes to mimic humanity. So we've decided not to. The way you're about to make music is about to change, alongside the music you make.



This is where we bring two disciplines together for the first time. We have designed a system that is as akin to composing as it is to technology. Our Gestures allow you to create an almost infinite number of possibilities with which to make music, your music. Because of this combination of disciplines you yourself will feel these musicians playing YOUR music, not you playing the music written by someone else.

#### HOW TO USE THEM

1. Pull up a gesture preset, play a long sustained chord using just the "in key" notes on your keyboard controller.

...and that's it.

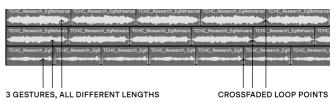
All the white notes tend to refer to the key of C, a happy primary colour, or A min, a sad primary colour. With various "modes" which contain more nuanced and complex harmonic colours. Gestures will work in any key or mode you like. Just change the key or mode with the "shift" function and adjust the relative major scale accordingly.

All gestures have been imagined for a wide array of emotional purposes. From sweeping, grand and epic. To romantic, atmospheric & even a little scary. Dive in and see what works for your mood. Please note this manual doesn't come with a shovel to get you out of the rabbit hole it'll send you down.

#### HOW TO CREATE A MURMURATION

When you hold down a chord you will notice the effect that gave this collection of samples its name. This is caused by engineering in a-symmetrical gestures.

BY ALLOWING GESTURES TO GO OUT OF PHASE YOU HEAR YOUR MUSIC VARY CONTINUOUSLY FOR THE DURATION OF YOUR CHORD.



## **TROUBLESHOOTING**

### **CROW HILL | NOCTURNAL BRASS & WINDS**



#### I Can't Hear Anything!

As much as we all love John Cage, we are sure you want to hear your instrument. Included in each instrument are a few utilities that can be used to diagnose some likely causes.

Each plug-in has a combination of ways to control the overall volume.

- Ensure Expression (CC11) is at its maximum value.
- If included, check that the mixer controls are not set to -Infinity or muted (m).
- Check that your Master Output Volume is not set to its minimum value (- Infinity).

This can be quickly checked by looking at the Volume Meter, which should be moving while sound is passing through your instrument.

#### Still no luck?

If you have tried the above and still hear nothing, the onscreen MIDI keyboard can be directly played by Left-Clicking a piano key in the user interface.

If you can now hear the instrument then the issue is likely the connection between your MIDI keyboard and your workstation's associated track.

Ensure there are no loose connections, triple-check your MIDI input settings, and remember to arm your track.

### Help! My Plug-In's interface is entirely blank.

Don't worry. Looks can be deceiving, this means the plug-in is unable to locate the audio (.blob) files.

Ensure your external drives are connected and restart your digital audio workstation (D.A.W).

Unable to locate your .blob files, lost track of where you installed them, or had the misfortune of misplacing a drive? Simply re-run the installer to be up and running in no time.

We recommend frequent back-ups of your system, as well as archiving your instrument installer files to ensure a speedy recovery should it ever be needed.

#### How Do I Relocate My Instruments Audio Files?

The simplest way to relocate your instrument's audio files (.blob) is to delete the previous files (where you previously installed your .blob's) and re-run the installer, selecting the newly desired install location.

This ensures no files are accidentally removed and will automatically overwrite any pre-existing instrument files.

### APPENDIX - SCALES AND MODES

### **CROW HILL I NOCTURNAL BRASS & WINDS**

Whilst we won't attempt to explain one of the more complex fundamentals of music theory, we do want you to get the best out of your purchase. So, gestures and scales. How do these work?

The way of determining a scale is its tonic. Basically the note you return to the most. A scale is defined by its relationship to that tone.

When looking at a keyboard, playing all the white notes and returning to the "C" will give you the most pleasant tonal character. It is the thing of nursery rhymes and Christmas carols. However it has a darker twin, if you play all the white notes but return to the "A" most of the time you will have a sadder tonal quality. The "C" scale is a major one, the "A" is a Minor (strictly speaking a diminished minor). These are both modes, and there's not just two, there's seven.

Without shifting the key of any gestures you are playing you can alter the tonal character of the music by simply changing the tonic whilst playing just the white notes. Modes have funny names too. 7 white notes, 7 tonics, 7 modes.

Mode Key

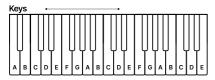


**Does Everything** 

Take me seriously, worrying, intense, time to act, this sh\*t is about to get real.

Weird Greek-God Name:

## **Dorian**



Notation

Transposition Calculator

<b>\$</b>	-2	-1	0	1	2	3	4	5	-6	-5	-4	-3
<b>\$</b>	С	C#	D	D⊭	Ε	F	F≠	G	G#	Α	Ал	В

Mnenomic:

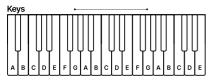


**Good For Romcoms** 

Doing something positive with no guarantee of a positive outcome.

Weird Greek-God Name:

# Mixolydian



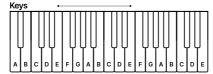
Transposition Calculator 5 -6 -5 -4 -3 -2 -1 0 1 2 3 4 C C<sub>N</sub> D D<sub>N</sub> E F F<sub>N</sub> G G<sub>N</sub> A A<sub>N</sub> B

**Exotic** 

Mnenomic:

Mystical, unusual, unsettling, slightly dark.

# **Phrygian**



Notation

Transposition Calculator -4 -3 -2 -1 0 1 2 3 4 5 -6 -5 C C\* D D\* E F F\* G G\* A A\* B

Mode Key

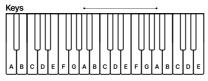
Mnenomic:

Always Sad

Loss, loneliness, no hope

Weird Greek-God Name:

# **Aeolian**



Notation

3 4 5 -6 -5 -4 -3 -2 -1 0 1 2 C C, D D, E F F, G G, A A, B Mode Key

Mnenomic

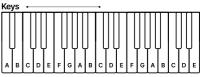
Cheese

Flavour Profile:

Set the scene, all is good, resolution, happiness.

Weird Greek-God Name:

## Ionian



0 1 2 3 4 5 -6 -5 -4 -3 -2 -C C<sub>n</sub> D D<sub>n</sub> E F F<sub>n</sub> G G<sub>n</sub> A A<sub>n</sub> B

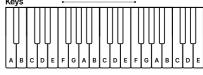


**Forever Hollywood** 

Positive & happy with a sparkly hint of adventure.

Weird Greek-God Name:

# Lydian



Notation

Transposition Calculator -5 -4 -3 -2 -1 0 1 2 3 4 5 -6 C C\* D D\* E F F\* G G\* A A\* B

Mode Key

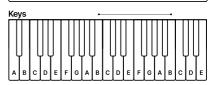
**Broken** 

Mnenomic:

Totally ambivalent with no chance of a satisfying resolution

Weird Greek-God Name:

## Locrian



Notation

Transposition Calculator 1 2 3 4 5 -6 -5 -4 -3 -2 -1 0 C C, D D, E F F, G G, A A, B



Nocturnal Gestures wouldn't be possible if it wasn't for the efforts of these amazing, talented and generous individuals.

Conductor / Orchestrator:Adam Robinson
Leader:Hedley Benson
Engineer:David Donaldson
Co-producer / Musicians Contractor:Kobus Frick
Arranger:Christian Henson
Orchestrator:Adam Robinson

All of us at Crow Hill would like to offer our sincerest thanks to all of the musicians who took part. Everyone at Clockwork Sessions & The Assumption Hall ins Glasgow. The undying support of our family and friends getting this across the line.

But most of all, to you for buying it. Without you we wouldn't get to play with such a wonderful train set.

## **APPENDIX - EULA**

### **CROW HILL | NOCTURNAL BRASS & WINDS**



ANY PERSON OR ENTITY ("User" or "You") USING OR OTHERWISE ACCESSING OUR PRODUCT OR ANY OF THE CONTENT AVAILABLE VIA THE PRODUCT SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT ("Agreement"). OUR PRODUCT IS AN INSTALLABLE SOFTWARE PACKAGE WHICH INCLUDES, BUT IS NOT LIMITED TO, AUDIO RECORDINGS, VISUAL ASSETS AND CODE, AND THE TERM ("Product") SHALL BE CONSTRUED ACCORDINGLY.

- 1. Contracting parties. The Product, together with all content, data and other materials ("Content") are owned or controlled by Crow Hill Productions Limited, having its Registered Office at c/o Cc Young & Co, 3rd Floor The Bloomsbury Building, 10 Bloomsbury Way, Holborn, London, WC1A 2SL ("we", "us", "our" or "Crow Hill"). When you register with (or otherwise access) us, you are contracting with Crow Hill. The licence granted to you by us is effective from the date you download, install or use the Product(s) (whichever is earliest) and shall remain in force until terminated by us.
- 2. Use of the Product. The Product and the Content is intended only for the purposes specified or implied therein, and your use of the Product and the Content is entirely at your own risk. You shall be solely responsible for all of your use of the Product. Please note, whilst we endeavour to provide accurate and up-to-date information, the Product and the Content may not be wholly accurate or up-to-date, complete or free of defects, and are subject to change at any time. The Product is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law. We, unless otherwise stated herein, own or control all relevant intellectual property rights contained in the Product and the Content. You may not publish, distribute, extract, re-utilise, or reproduce any part of the Product or any Content in any form other than as expressly allowed herein or as otherwise provided for by us, (or under applicable laws). Save as expressly set out in this Agreement, the Product is for your personal use only . We will not be responsible if your use of the Product or of the Content does not fit your particular intended purpose.
- 3. Licence for Download and Use of Products. By purchasing a Product (and subject to your compliance with this Agreement), we grant to you a non-exclusive, non-sublicensable, non-transferrable license to download (on not more than two devices concurrently) and use the Products you purchase from us, for personal use, PROVIDED ALWAYS that you use the purchased Sound File(s) only within your own newly-created sound recording(s) and/or performances in a manner that renders the Sound File(s) substantially different to the original sound of the Sound File in each case. The Products (and all recordings and/or compositions incorporated therein) are our property and are licensed to you only for use as part of a live or recorded musical performance. You may use these sounds for any commercial or non-commercial purpose where you have combined them with other sounds within one or more musical composition(s) and/or recording(s), in which case they are permitted to be shared with or given or transferred to any third party or uploaded to any file sharing site or offered for resale or public transmission. This license expressly forbids resale or other distribution of the Products or their derivatives, either as they exist in the library, reformatted for use in another sampler, or mixed, combined, filtered, re-synthesised or otherwise edited, for use as sounds, multi-sounds, samples, multi-samples, sound sets, programmes or patches in a sampler, microchip, computer or any sample playback device. You may not sell any Product(s), or give away any Product(s) for use by any other person(s). Products may not be used in or in relation to any competitive products that are sold or relicensed to any third parties. Except as expressly permitted herein, to the fullest extent of applicable law you may not copy, modify, distribute, sell or lease any Product, and you may not reverse engineer or attempt to extract the source code of any Product. Product(s) may not be used in datasets for, in the development of, or as inputs to generative AI programs. For the avoidance of doubt, your license with us is personal in nature and shall not be transferred to any other individual or corporate entity. You shall take all reasonable and practicable steps to protect the Product, together with any ancillary items that are sold with the Product, for all unauthorised copying or use. You shall ensure that in no way is the Product modified or in any way adapted to benefit use by an unlicensed third party.
- 4. Ownership. Ownership of, and title to, the Products (and all digitally recorded sounds and/or copies therein) is held by us. Copies are provided to you solely to enable you to exercise your rights hereunder. When you purchase any Product(s), you are purchasing a limited and personal licence for use (and not ownership) of Product(s). Except as expressly authorised in this Agreement, you may not rent, lease, sell, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any Product(s) (or part or element thereof).

## APPENDIX - EULA (CONTINUED)

### **CROW HILL | NOCTURNAL BRASS & WINDS**



- 5. Intellectual Property. All rights not expressly granted to User are reserved by us. The Products are licensed, not sold, to you to be used for your own original musical compositions and productions. All copying, lending, duplicating, re-selling or trading of any Product or other Content is strictly prohibited, save as used for or incorporated into your original created works. Only you, as the original purchaser of a Sound File, has the right to embody and reproduce that Sound File within your music compositions/productions. This license is granted for you as a single user only (and is given on a worldwide basis). You agree and acknowledge that we have a proprietary interest in all sound recordings, and that any use by you that frustrates the purpose of this Agreement or seeks to prevent our payment process (including without limitation by the selling, renting, or otherwise using or distributing un-integrated Content) may cause irreparable loss to us in a way that could not be adequately compensated by damages. For the avoidance of doubt, no ownership of copyright is transferred by us to you hereunder. The brands, products and service names used by us and in the Content are trademarks or trade names of ours or our trading partners unless otherwise stated.
- 6. Warranty and Indemnity. You warrant that you will abide by all applicable laws when using the Products and the Content. User hereby warrants and represents that User has the right and power to enter into and fully perform all of its obligations under this Agreement; User will defend, indemnify, and hold us harmless, our parents, subsidiaries, affiliates, directors, officers, employees, and agents, with respect to any claim, demand, cause of action, or debt or liability brought by or claimed by any third party, including attorneys' fees, to the extent that any such claim is based upon or arises out of a breach of any of User's representations, warranties, covenants, or obligations.
- 7. No Endorsement. At no time, will we pre-screen or monitor, and therefore endorse, (and we expressly disclaim any and all liability in connection with) any third-party content or any other materials created or exhibited or otherwise exploited by our Users.
- 8. Termination of this Agreement. We may at any time terminate this legal Agreement, in our sole discretion without prior notice to you and without reimbursement, if we have reasonable grounds to believe that you may have breached (or acted in a manner indicating that you do not intend to or are unable to comply with) any term herein or if we are legally required to do so by law. You acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.
- 9. Liability. You agree that our liability to you hereunder shall be limited to the amount you have actually paid to us for all products or services hereunder of, if greater, GBP100. Except as set out herein, we shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of the Product or the Content or in relation to the goods and/or services that we provide. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence.
- 10. Warranties. To the extent permitted under applicable LAW in Your territory, all our products and services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, we make no warranty that (a) the services will meet your requirements, (b) the services will be uninterrupted, timely, secure, or error-free, (c) the results obtained from the use of the services will be effective, accurate or reliable, or (d) the quality of any materials or services obtained by you from us, or from any third parties' websites to which we are linked, will meet your expectations or be free from mistakes, errors or defects. The use of the products and the services is at your own risk and with your agreement that you will be solely responsible for any damage to your computer device or system or loss of data that results from such activities.
- 11. Indemnity. You agree to indemnify us for any loss or damage that may be incurred by us, including without limitation reasonable legal fees, arising from any breach by you of any warranty or other term herein or your misuse of any material or information obtained through the use of the Products or the Content.
- 12. Complaints. If you would like to notify us of Content, which you believe does not comply with this Agreement or otherwise is objectionable, please notify us via www.thecrowhillcompany.com/faqs making sure to include both the link to the infringing Content and the reasons as to why you believe there is an infringement.

# APPENDIX - EULA (CONTINUED)

### **CROW HILL | NOCTURNAL BRASS & WINDS**



- 13. Hacking. You agree and undertake not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere with the Products and/or the Content in any manner. If you in any way cause such damage, you agree to pay all financial damages we incur as a result. We will cooperate with the authorities in prosecuting any User who Interferes with the Products or the Content or otherwise attempts to defraud us or any other parties. We reserve the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. You agree that we may block your access, and at our sole discretion to disallow your continued use of the Products and/or the Content. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.
- 14. No Partnership. Your use of the Product and/or the Content creates no partnership, client, fiduciary or other professional relationship.
- 15. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 16. Force Majeure. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control including but not limited to: natural disasters (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labour strikes), infrastructure failures (transportation, energy, electricity), or any epidemic or pandemic.
- 17. Severance. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.
- 18. No Waiver. No waiver, express or implied, by either party of any term or condition or of any breach by the other of any of the provisions of this Agreement shall operate as a waiver of any breach of the same or any other provision of this Agreement.
- 19. Variation. This Agreement may be varied from time to time and any such amendment will be applicable from the date and time such revised terms have been made publicly available. Your continued use of the Product constitutes agreement with and acceptance of any such amendment or other changes.
- 20. Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of England and any disputes shall be subject to the exclusive jurisdiction of the Courts of England.
- 21. Contacting Us. If you have any questions, please contact us at www.thecrowhillcompany.com/fags